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ABSTRACT

This collective bargaining agreement between the Board of Trustees of Henry Ford Community College and the Henry Ford Community College Federation of Teachers establishes conditions of employment for all full-time teachers, counselors, librarians, placement officers, and selected other professional personnel. The articles in the agreement set forth provisions related to: (1) union recognition; (2) board rights; (3) union-board relations; (4) conditions of employment; (5) tenure and probation; (6) seniority; (7) the college year, week, and day; (8) work and class load; (9) teaching facilities and professional improvement; (10) grievance procedures; (11) extended leaves of absence; (12) personal business leaves; (13) jury duty; (14) sick leave; (15) severance pay; (16) teacher's insurance; (17) compensation principles; (18) extra-contractual teaching; (19) experience credit for salary schedule placement; (20) teacher salary schedule; (21) longevity compensation; (22) extra-compensation for coaching and other non-teaching assignments; (23) waiver of bargaining; (24) a conformity to law clause; (25) matters contrary to the agreement; and (26) duration of the agreement. (EJV)

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AGREEMENT BETWEEN

THE BOARD OF TRUSTEES

OF HENRY FORD COMMUNITY COLLEGE

AND

THE HENRY FORD COMMUNITY COLLEGE

FEDERATION OF TEACHERS

AMERICAN FEDERATION OF TEACHERS, LOCAL 1650

1987 - 1990

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TABLE OF CONTENTS

I. Recogition 1
II. Board of Trustees Rights 2
III. Union-Board Relations 2
A. Agency Shop 2
B. Dues or Service Charge Checkoff 3
IV. Conditions of Employment 5
V. Tenure and Probation 6
A. Definitions. 6
B. Probationary Period 7
C. Tenure 8
D. Severance of a Tenured Teacher 8
E. Appeal 9
F. Suspension 9
VI. Seniority 10
VII. The College Year 12
VIII. The College Week 13
IX. The College Day 13
X. Work Load 14
XI. Class Load 14
XII. Teaching Facilities and Professional Improvement 15
A. Office and Equipment 15
B. Facilities 15
C. Parking 15
D. Mileage 15
E. Faculty Lounge 15
F. Travel-Conference Fund 15
G. Tuition Reimbursement Fund 16
H. Professional Improvement Fund 16
XIII. Grievance Procedure 17
A. Definition of Grievance 17
B. Statement of Basic Principles 17
C. Individual Grievance Procedure 18
XIV. Extended Leaves of Absence 20
A. Professional Leaves 20
1. General Provisions 20
2. Advanced Study and Work Experience Leaves 21
3. Sabbatical Leave 21
4. Leave for Exchange Teaching and/or Assignment 22
5. Leave for Foreign Country or Military School Teaching and/or Assignment 23
6. Leave for Participation in National Defense Graduate Fellowship Program 23
B. Personal Leaves 23
1. General Provisions 23
2. Extended Health Leave Due to Physical or Mental Causes . . 24
3. Leave for Care of Ill Members of the Immediate Family . . 24
4. Child Care Leave 24
5. Involuntary Leave 25
6. Military and Peace Corps Leaves 25
7. Leave for Public Service 26
8. Leave for National, State or Local Union Duty 26

XV. Personal Business 26
XVI. Jury Duty 27
XVII. Sick Leave 27
XVIII. Severance Pay 28
XIX. Teacher's Insurance 29
A. Workers' Compensation 29
B. Weekly Accident and Sickness and Long-Term Disability Benefits 29
C. Accidental Death or Dismemberment Benefits 29
D. Group Term Life Insurance 29
E. Hospital-Surgical-Medical Benefits 30
F. Dental, Optical, and Hearing 31
XX. Compensation Principles 31
XXI. Extra-Contractual Teaching 32
XXII. Experience Credit for Salary Schedule Placement 34
XXIII. HFCC Teacher Salary Schedule - 1987-88 36
- 1988-89 37
- 1989-90 38
XXIV. Longevity 39
XXV. Extra-Compensation 39
XXVI. Waiver of Bargaining 40
XXVII. Conformity to Law Clause 40
XXVIII. Matters Contrary to Agreement 40
XXIX. Duration 40

EXHIBIT A 1987-88 General College Calendar 42
EXHIBIT B 1988-89 General College Calendar 43
EXHIBIT C 1989-90 General College Calendar 44

EXHIBIT E 1987-88 RTI Calendar 45
EXHIBIT F 1988-89 RTI Calendar 46
EXHIBIT G 1989-90 RTI Calendar 47

Index 48

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES
OF HENRY FORD COMMUNITY COLLEGE
AND THE HENRY FORD COMMUNITY COLLEGE
FEDERATION OF TEACHERS
AMERICAN FEDERATION OF TEACHERS, LOCAL 1650

1987-1990

This agreement is made this 21st day of September, 1987, by and between the Board of Trustees of Henry Ford Community College (hereinafter called the "Board") and the Henry Ford Community College Federation of Teachers, AFT, Local 1650 (hereinafter referred to as the "Union"), for the period beginning September 1, 1987 and ending August 31, 1990.

I. RECOGNITION

A. The Board recognizes the Union as the sole and exclusive bargaining representative for the Bargaining Unit consisting of all classroom teachers (except part-time extra-contractual classroom teachers teaching less than eight contact hours); all department chairpersons, all counselors, all librarians, all placement officers, the Focus on Women Program officer, the Child Care Center teacher, and the Special Needs Program adviser (except those counselors, librarians, placement officers, Focus on Women Program officers, Child Care teachers, and Special Needs Program advisers working less than twenty hours per week). All members of the Bargaining Unit shall hereinafter be referred to as "teachers."

B. The Union agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination and to represent all teachers equally regardless of membership in any employe organization.

C. The Board agrees to continue its policy of not discriminating against any teachers on on the basis of race, creed, color, national origin, sex, age, weight, height, marital status or membership in or participation in, or association with the activities of, any employe organization.

The Union acknowledges the existence of the principles of Affirmative Action and the commitment of the Board of Trustees to the principles of Affirmative Action in the recruitment and hiring of teachers.

D. The Board shall make no changes in the hours, wages and conditions of employment of teachers incorporated in this Agreement except upon mutual agreement of the Board and Union. The Board shall also make no changes, except upon mutual agreement of the Board and Union, in those portions of (a) the College Organization Handbook, or (b) the Staff Handbook of Administrative Regulations, or (c) The Board Policy Book which embody or constitute hours, wages or conditions of employment. When any such changes are agreed upon, the Board will within ten (10) days deliver three (3) copies of such changes to the Union. It is understood that many matters involving hours, wages and conditions of employment as set forth in the aforementioned documents have been incorporated in this Agreement, and that in all such instances this Agreement shall supersede the aforementioned documents and constitute the controlling instrument.

New policies and regulations relating to hours, wages and conditions of employment not covered by any portion of this contract which are contemplated by the Board shall

be adopted only after prior adequate consultation with the Union, with a good faith intent to reach agreement. However, the Union recognizes that failure to reach agreement following such good faith consultation shall not give rise to a grievance.

II. BOARD OF TRUSTEES' RIGHTS

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

The exercise of these rights, powers, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this Agreement.

III. UNION-BOARD RELATIONS

A. Agency Shop

1. As a condition of employment, each teacher, beginning with the first complete month following a date thirty calendar days after employment in the Bargaining Unit and monthly thereafter during September through June of each year during the life of this Agreement, shall tender to the Union either periodic and uniformly required Union dues or, in the alternative, a service charge in an amount equivalent to the periodic and uniformly required Union dues.

2. The effective date for termination of employment of any teacher who fails to comply with this Article shall be the end of the College year in which the teacher's failure to comply with this Article occurs.

3. No teacher shall be terminated under this Article unless:

   a. The Union first has notified the teacher by letter, explaining that the teacher is delinquent in not tendering either periodic and uniformly required Union dues, and specifying the current amount of such delinquency, and warning the teacher that unless such dues or service charge or a properly executed authorization are tendered within thirty (30) calendar days of such notice, the teacher will be reported to the Board for termination as provided in this Article, and

   b. The Union has furnished the Board with a copy of the letter sent to the teacher and notice that the teacher has not complied with the Union's request. When requesting the Board to terminate the teacher, the Union shall further specify the following by written notice:

      "The Union certifies that

      (Name)

      _____

      has failed to tender either the periodic and uniformly required Union dues or service charge required as a condition of continued employment under the collective bargaining agreement and demands that, under the terms of the agreement, the Board shall terminate this teacher."

4. The Board agrees that within five days of the receipt of the notice provided in the last preceding paragraph, it shall notify the teacher that the teacher's services shall be terminated at the end of the current College year, and the Board further agrees that, at the next meeting of the Board after receipt of the said notice, the Board shall adopt a resolution terminating the employment of the teacher effective at the end of the current College year. The Board further agrees that after it has received the said notice, it will not accept a check-off authorization from such teacher without the consent of the Union.

5. If any suit or proceeding of any kind shall be brought against the Board at any time before any tribunal in which a teacher or teachers, or any person or organization on the teacher's behalf, contests a discharge or discharges under the provisions of this Article, the Union agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses of suit incurred by the Board in defending itself in such suit or proceeding, and also for any and all back pay or other damages for which the Board may be adjudged liable in such suit or proceeding. The Union further agrees that if it shall fail to reimburse the Board promptly upon demand for the aforesaid fees, expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the Board, until paid in full, all membership dues and service charges collected by the Board on behalf of the Union pursuant to the provisions of this Agreement. The foregoing shall also apply to any reasonable legal fees and expenses incurred by the Board and any back pay liability or other damages imposed upon the Board, in any proceedings which may be initiated by the Board in order to implement the provisions of this Article.

B. **Dues or Service Charge Checkoff**

1. During the life of this Agreement, the Board will deduct one month's current uniform and periodic Henry Ford Community College Federation of Teachers' dues or service charge from the pay of each teacher who voluntarily executes and delivers to the Board a form authorizing such deductions.

2. The following certification form shall be used by the Union when certifying membership dues or service charge:

CERTIFICATION OF FINANCIAL OFFICER OF UNION

I certify that until further notice the membership dues or service charge payable under the current collective bargaining agreement is _____ percent of the teacher's monthly contractual salary per month for the months September through June.

Date _____

Signature _____
Union Financial Officer

Date of Delivery to Board _____

3. Payroll deductions shall be made only from the pay due teachers on the last payday of each calendar month, provided, however, the initial deduction for any teacher shall not begin unless both (1) voluntary authorization for deduction of Union dues or service charge and (2) the certification of the Union's financial officer as to the amount of the monthly Union dues or service charge has been delivered to the Board at least fifteen calendar days prior to the last payday of the calendar month on which the change is to become effective.

4. A teacher may revoke the "Voluntary Authorization" for deduction of Union service charge at any time by written notification to the Board on a form provided by the Board, provided notice of such revocation is given to the Union. Payroll deductions shall terminate when a revocation has been delivered to the Board at least thirty calendar days prior to the last payday of the calendar month.

5. All sums deducted by the Board shall be remitted to the financial officer of the Union once each month by the fifteenth calendar day of the month following the month in which the deductions are made, together with a list of names and the amount deducted for each teacher for whom a deduction was made.

6. The Board shall not be liable to the Union by reason of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the teacher. In addition, the Union shall indemnify and save the Board harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

7. The Board agrees that it will not, during the life of this Agreement, deduct dues or service charges from teachers for any organization other than the Henry Ford Community College Federation of Teachers.

C. The Board shall make available to the Union, upon its reasonable request and within a reasonable time thereafter, such statistics and financial information related to Henry Ford Community College and in possession of the Board as are necessary for negotiation and implementation of collective bargaining agreements. It is understood that this shall not be construed to require the Board to compile information and statistics in the form requested when not already compiled in that form unless mutually agreeable.

D. The Union will be furnished a copy of the agenda of each regular meeting of the Board with all normal attachments including the minutes of past meetings.

The Union shall be entitled to appear on the Board agenda provided that a written notification is submitted to the President's Office on or before the Tuesday prior to a regularly scheduled meeting.

Lacking a written notification to appear on the agenda of the Board of Trustees, the Union shall be entitled to speak on issues affecting Henry Ford Community College at Board of Trustees' meetings at such times during the meeting as are provided by the Davies-Brickel system, and as it may be amended from time to time, or at any other time agreeable to the Board.

E. Teacher representation on any committee appointed by the Board and dealing with matters within the jurisdiction of the Bargaining Unit, other than committees formed by agreements between the Faculty and the Administration pursuant to the provisions of the Constitution for the College Organization of Henry Ford Community College, shall be appointed by the Union.

F. Upon request, the President of Henry Ford Community College will meet personally with the President of the HFCC Federation of Teachers, or vice versa, to discuss matters relating to the implementation of this agreement or to emphasize the significance to the College and/or the Union of any problems that may be under consideration at any level.

G. Rooms at the College may be used for Union meetings and special programs provided that:

1. Arrangements are made in advance with the Administration.

2. Meetings are scheduled within the regular shift hours of custodial staff.

H. Whenever possible, scheduling of classes of any member of the Executive Board of the Union which interfere with attendance at the monthly Executive Board meetings after 3 p.m. of the second Monday of each month shall be avoided, if names of Union Executive Board members are supplied to the Administration by November 1 for the Spring semester schedule and by February 20 for the Fall semester schedule.

I. Teachers who by arrangement between Union and Administration participate during working hours in conferences and meetings with the Administration, which involve or derive from this collective bargaining agreement, shall suffer thereby no loss in pay or benefits.

J. The President of the Union will, upon request, be provided released time during the presidency, with no cost thereto accruing to the Board and with no penalty to the individual. If this released time is not used by the President of the Union, it may be assigned at the President's discretion. However, if any portion of this time is to be assigned, the Union President must supply the Administration with the name(s) of such teacher(s) by November 1 for the Spring semester schedule and by February 20 for the Fall semester schedule, except that these notification dates will be waived in an emergency situation where the Union President becomes incapacitated for a period of time sufficient to require a teaching substitute, provided that coverage can be assured for the classes affected.

K. Teachers will be accorded the opportunity to attend programs of an educational nature on topics related to organizational activity, with no loss of pay, provided no cost accrues to the College.

IV. CONDITIONS OF EMPLOYMENT

A. Preferred minimal educational requirements for full-time teaching shall be a Master's degree in subject matter, or its equivalent, directly related to the teaching job being filled.

The filling of a vacancy with the best qualified person available shall be accomplished with the fullest possible involvement of the teachers of the division or department in which the vacancy exists.

B. Whenever the number of classes taught during the day by part-time teachers within a department/division is equal to or exceeds two full-time positions for three (3) consecutive semesters, the administration shall honor the request of the department/division for additional full-time teachers, up to a number that would reduce the amount of day part-time teaching within the department/division to less than that equal to two full-time positions. After the 1984-85 contract year, all requests for additional full-time teachers are subject to the approval of the President of the College.

It is understood by the parties that no more than four (4) teachers may be hired under the terms of this provision in any one contractual year. Should the requests for additional teachers under this provision exceed four in number in any one contractual year, the requests of those departments/divisions having the highest ratio of part-time to full-time teachers shall receive priority under this provision.

The language in this provision should in no way be construed as to prohibit the hiring of full-time teachers under conditions other than those cited above.

C. The Constitution for the College Organization of Henry Ford Community College, as it may be amended from time to time in a manner mutually agreeable to the College Organization Senate and the Administration, shall continue in force for the duration of this contract.

D. When the teacher speaks or writes as a citizen, the teacher shall be free from administrative and institutional censorship and discipline. However, the responsibility for clarifying the communicator's position devolves on the teacher, and a statement to the effect that the teacher speaks as an individual, a citizen, and not in behalf of the institution, should be included in this communication.

Each teacher is entitled to freedom of discussion within the classroom on all matters which are relevant to the subject under study and within the teacher's area of professional competence. The presence of any communications device during the meeting of a class shall be subject to the teacher's permission or the requirements of legislation providing for the handicapped.

E. A written recommendation resulting from any department/division action which is forwarded to an appropriate administrator, through established channels at the College, is deserving of a written response. Such response should, in the normal course of events, be provided within ten (10) working days and should indicate the administrator's action (e.g., approval or disapproval, support or lack of support, acceptance or rejection, return to sender for any purpose, statement of need for further study or other appropriate action), including the reasons for such action.

V. TENURE AND PROBATION

A. Definitions

1. The term "teacher" as used in this Article shall mean full-time teacher as defined by the collective bargaining agreement.

2. The term "demote" shall mean to reduce a teacher's contractual salary and fringe benefits or to refuse to advance a teacher to a higher step on the salary schedule if so required by the collective bargaining agreement.

3. The term "College year" shall be as defined by the collective bargaining agreement or as adopted by the practice of the parties.

4. "Tenure" is the term of the individual contract of employment between a teacher and the employer wherein such individual contract of employment has no expiration date.

5. The term "day" as used in this Article shall mean calendar day.

B. **Probationary Period**

1. Any teacher not previously employed by the Board of Trustees as of the effective date of this provision shall be deemed to be within a period of probation and shall serve a period of probation of not more than two College years.

2. At least three and preferably four classroom observations per year, or their equivalent for probationary teachers not engaged in classroom activities, shall be made by the appropriate administrator, unless extraordinary circumstances prevail, in which case the Administration may waive such requirements. Any teacher on probation may request an observation. When a Teacher Evaluation Form is submitted, the probationary teacher may write any comments the teacher feels are appropriate. The teacher's written comments will be attached to the Teacher Evaluation Form. Prior to the writing of a report, it is desirable that a conference be held with the teacher involved. If any weaknesses are to be cited, a conference will take place. The administrator will offer constructive comments in writing regarding weaknesses observed.

3. Not less than sixty (60) days before the end of any College year, the President of the College or designee may recommend to the Board of Trustees that a probationary teacher's contract not be renewed. The Administration, if it decides to recommend to the Board of Trustees the dismissal of a probationary teacher, shall furnish such teacher with a written statement containing the reason(s) for such recommendation. Such reason(s) shall be based upon observation and/or other relevant considerations. In addition the Administration shall provide, at the request of the affected teacher, a conference with the administrator who recommends dismissal and a conference with the College President. The teacher may be accompanied by a Union representative if the teacher so desires.

4. When circumstances arise that would require a tenured teacher to take a Personal Leave, the probationary teacher shall submit a letter of resignation. No probationary teacher shall be extended rights and/or privileges not granted a tenured teacher.

5. The provisions of Article V.B., Probationary Period, are subject to review through the Grievance Procedure. The parties agree that under no circumstances shall an arbitrator have jurisdiction to grant tenure as a remedy for any violation of the provisions of Article V.B., Probationary Period. The denial of tenure shall not be subject to review through the Grievance Procedure.

C. Tenure

1. Following the completion of the probationary period, all teachers shall be vested with tenure as teachers of the Henry Ford Community College Board of Trustees.

2. Any teacher who has rendered two or more years of full-time service at the College as of the date of incorporation of this Article into the collective bargaining agreement, any tenured P-12 teacher from the Dearborn School District who is hired at the College, and any instructional employee who has been employed as an administrator or in a combination of teaching/administrative positions at HFCC for two full College years as of September 1, 1980, and who subsequently becomes a teacher, shall be considered a tenured teacher under the terms of this Article.

3. No teacher on tenure shall be discharged, demoted or otherwise terminated from employment with the Board of Trustees without compliance with the provisions D, E, and F of this Article. However, the provisions of this Article shall not apply to any dismissal arising from failure to comply with the Agency Shop provisions of the contract.

4. Action brought against a teacher under provisions D, E, and F of this Article shall not be subject to review through the Grievance Procedure.

D. Severance of a Tenured Teacher

1. Discharge, separation or demotion of a tenured teacher shall be accomplished only for just cause. No charges concerning the character of professional services of any teacher shall be considered unless such charges have been filed not less than sixty (60) days before the end of the College year.

2. Any charge seeking to separate a teacher with tenure shall be reduced to writing, signed, and attested to before a notary by the person making same and filed with the Secretary of the Board of Trustees. The Board of Trustees shall, at its next scheduled public meeting, receive such charges for consideration and shall conduct a vote on whether or not to proceed upon such charges. In the event that the Board of Trustees elects to proceed upon such charges, the Board of Trustees shall forthwith advise the affected teacher and provide to such teacher a copy of the charges, a copy of the resolution of the Board of Trustees, as well as a statement of the rights of the teacher under this Article. The Board of Trustees shall, at the option of the teacher, convene for the purpose of hearing evidence in support of charges in not less than thirty (30) nor more than forty-five (45) days. Such hearing shall be public or private at the option of the affected teacher and shall be chaired by the Chairperson of the Board of Trustees with counsel or an administrative law judge who shall be an attorney employed by the Board of Trustees for the purpose of chairing such meeting. The Chair shall keep order at such hearing, direct the receiving of proofs, and make rulings upon evidence, as may be appropriate. The Chair shall set the rules for procedure at such hearing provided that the rules of evidence comply with the Administrative Procedures' Act of 1969.

3. The hearing shall be quasi-judicial, with the charging party having the burden of proof and the burden of going forward with the evidence in support of such charge(s). Both the teacher and the charging party may be represented by counsel.

4. Either party may call for the attendance of witnesses, and either party may call for the production of documents or the attendance of witnesses for the production of documents. The Board of Trustees shall do all that is within its power to ensure compliance.

5. Testimony at the hearing shall be on oath or affirmation. The proceedings at such hearing shall be transcribed by a certified shorthand reporter or a certified steno-mask reporter, and the expense of such proceedings shall be borne by the Board of Trustees. A transcript of the proceedings, certified complete and correct, shall be provided the affected teacher, at Board expense, within ten (10) days after the conclusion of the hearing.

6. No action shall be taken resulting in the demotion or dismissal of a tenured teacher except by a majority vote of the members of the Board of Trustees. Any hearing held for the dismissal or demotion of a tenured teacher must be concluded by a decision in writing within fifteen (15) days after the termination of the hearing. A copy of such decision shall be furnished the affected teacher within five (5) days after the decision is rendered.

E. Appeal

1. Only the affected teacher may elect to appeal the decision of the Board of Trustees to an arbitrator selected in accordance with the rules of the American Arbitration Association. Appeal must be filed within thirty (30) days after receipt of the decision of the Board of Trustees.

2. Such arbitrator shall receive and review the transcript of proceedings before the Board of Trustees, and the arbitrator shall receive and review citations of error as may be submitted by the affected teacher. The arbitrator shall receive and review such citations of error and the transcript, hear such argument and such further evidence as may be appropriate or as the affected teacher may wish to introduce, shall consider such evidence and opinionate upon the same, and issue a de novo decision, which decision may be the same or different from that of the Board of Trustees. In no event shall the arbitrator be confined to the decision of the Board of Trustees but may elect to substitute a judgment for that of the Board of Trustees in the event that the Board's decision is inconsistent with the terms of this Article. Such decision by the arbitrator shall be final and binding on the Board of Trustees, the charging party, and the affected teachers. The costs of such arbitration shall be borne equally by the Board of Trustees and the affected teacher.

F. Suspension

Any teacher may be suspended from duties by decision of the President in the event that charges have been filed or shall be filed within ten (10) days thereafter, by a charging party. No suspension shall be valid unless charges are filed within ten (10) days thereafter. During such period of suspension, the affected teacher's salary and benefits shall not be diminished, nor shall such a teacher be denied an increase in salary and benefits in the event that such increase is appropriate under this contract.

VI. SENIORITY

A. A District seniority date is the February 1, May 1, September 1 or December 1 date which, subtracted from the current, will give the number of years of contractual service as an instructional employe of the Dearborn Board of Education and/or the Board of Trustees of Henry Ford Community College.

B. A College seniority date is the February 1, May 1, September 1 or December 1 date which, subtracted from the current date, will give the number of years of contractual service as an instructional employe at the College. The term "College" means Henry Ford Community College, above and hereinafter.

C. 1. Time involved in Personal Leave or time in excess of five (5) years on Civic Leave shall not be counted as creditable service for seniority purposes, and the seniority date will be advanced accordingly.

2. Adjustments in seniority dates will be based on the period not creditable measured to the nearest quarter year, and the seniority date will be advanced to the appropriate February 1, May 1, September 1 or December 1.

D. Time involved in all professional leaves will be counted as creditable service for the purpose of seniority.

E. Any teacher who has resigned shall, in any instance of reemployment, be treated as a newly hired teacher with respect to both salary placement and seniority.

F. Teachers who begin professional service during the course of the College year will receive the seniority date nearest the date of the commencement of their employment. Should the date of commencement of employment fall equidistant between seniority dates, the teacher will receive the nearest previous seniority date.

G. Applicable seniority shall be basically College seniority as previously defined, except that District seniority acquired outside the College prior to the existence of the College Bargaining Unit (September 1, 1966) shall be counted as College seniority at full value. District seniority acquired outside the College in another bargaining unit in the District subsequent to the advent of the College Bargaining Unit shall count for no value as College seniority for those teachers initially assigned to the College effective on or after September 1, 1976. Any other District seniority acquired outside the College subsequent to the advent of the College Bargaining Unit shall be counted as College seniority as ½ of full value for the period of 1966-75, inclusive.

After September 1, 1975, only full-time teachers in the Bargaining Unit and teacher-elected administrators at the College will acquire and accumulate College seniority.

District seniority acquired outside the College prior to the advent of the College Bargaining Unit (September 1, 1966) shall count for no value as College seniority for those teachers initially assigned to the College effective on or after April 1, 1979.

H. When ranking instructional employes in seniority order, in accordance with Article VI.G., if two (2) or more instructional employes have the same seniority date, they shall be ranked by the last four digits of their respective social security numbers, the one with the higher number being given higher seniority rank.

For example:

	Seniority Date	Social Security Number
Teacher #1	9-1-59	367-20-6500
Teacher #2	9-1-59	558-30-5999
Teacher #3	2-1-60	678-90-9234
Teacher #4	2-1-60	487-65-7233
Teacher #5	2-1-60	999-99-0999

I. 1. When necessary instructional employe reduction is anticipated at the College, essential courses and/or program offerings will be determined.

The qualifications of current instructional employes will be reviewed. Possibilities for realignment of instructional employe utilization will be explored for the purpose of allowing instructional employes with the greatest seniority who possess the necessary qualifications (e.g. Master's degree in subject area, graduate major, or vocational certification) to remain with the College.

An identification of instructional employes surplus to the College will then be made. Those not qualified to teach the prospectively existing courses and/or programs will, of necessity, be declared surplus. Those qualified to teach prospectively existing courses and/or programs will be declared surplus in inverse seniority order.

2. Full-time teachers placed on a list of surplus teachers will not be severed by the Board if the following conditions exist with relation to part-time employment within their area(s) of competency:

a. there is sufficient part-time or extra-contractual time (day and/or evening) in their area(s) of competence to make up a full-time program;

b. the full-time teachers so affected are willing to take those specific assignments as are available in the schedule;

c. the division/department in question is able to provide the range of courses required by programs within that division/department.

The President of the Union will be advised of the initiation of the above processes and will be kept reasonably currently informed of the development of any prospective list of surplus teachers.

3. Those full-time teachers severed by the Board as a result of necessary staff reductions, in accordance with Articles VI.I.1. and VI.I.2., shall be offered reemployment by the Board as full-time positions or the equivalent in part-time and/or extra-contractual time (day and/or evening) become available in their area(s) of competency. The sequence of rehire of such teachers shall be according to College seniority.

Should a teacher, offered reemployment under this provision, be under contractual commitment elsewhere at the time of the offer, the available

position shall be reserved for the teacher for up to one (1) year. If a teacher wishes to have a position reserved under this provision, the teacher shall notify the College and the Union, in writing, within twenty (20) working days of receiving reemployment notification, of intent to return to the College upon expiration of the reserved period. If a position is reserved for a teacher under this provision, the next eligible teacher on the reemployment schedule, who so desires, shall be offered the reserved position, on a temporary basis, permitting no accrual of seniority, unless the teacher is retained for a period beyond that covered by the temporary appointment.

4. Those employed for a specified period of time for reasons such as the following:

   a. to replace full-time teachers on absence or on leave,

   b. to replace full-time teachers who die during the regular College semester,

   c. to replace teachers who resign during a regular College semester,

   d. to staff new programs and extensions of existing programs primarily funded from other than basic State aid and/or local millage levy and limited in funding and/or duration,

   e. to replace full-time teachers who accept appointment to administer programs or program expansions of a fixed duration until and unless such administrative appointment is renewed on a continuing basis beyond the fixed duration of the program,

   shall be subject to termination at the end of the period specified in their individual contracts without recourse to any of the provisions of Articles VI.I.1 or VI.I.2. The Union will be advised of any individual contract of less than a year's duration. A current list of all individuals hired under this provision shall be provided the Union President within two weeks of the beginning of each College year.

J. The administration shall prepare annually a seniority list of full-time teachers at HFCC and, upon request, provide a copy thereof to the Union.

VII. THE COLLEGE YEAR

A. No alteration of the basic form of the College year shall be undertaken during the term of this contract without consultation and agreement with the Union.

B. The normal College year (exclusive of the Related Trades program) under the semester system shall consist of two semesters, each of which shall consist of no less than 74 and no more than 77 instructional days, exclusive of the final examination period and recognized holidays which fall within the weeks of instruction. The normal College year for the Related Trades Division shall consist of 48 weeks. (Recognized holidays shall be Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, Memorial Day and Independence Day.)

C. All contracts issued to teachers shall be College month contracts.

All teacher contracts (exclusive of teachers in the Related Trades Instruction program and those presently assigned in specialized areas) shall normally be for a period encompassed by the General College year.

Any new contract for longer than this period may be, in the future, assigned only to teachers whose duties are prescribed in the conditions of a particular State or Federal grant, and only after prior good faith consultation with the Union.

D. The 8-week Summer Session shall be scheduled in addition to the normal College year, but any alteration in its length or calendar shall be subject to consultation and agreement with the Union.

The final examination period shall normally be considered to be the last scheduled day of classes in the Summer Session. Any day on which classes are dismissed in recognition of Independence Day shall be a paid holiday for all teachers employed for that week. Teachers who may be employed for Labor Day week shall be paid for Labor Day as a paid holiday.

VIII. THE COLLEGE WEEK

The normal College week shall include, and be limited to, the days Monday through Friday.

IX. THE COLLEGE DAY

A. The College day at Henry Ford Community College shall include such scheduled class sessions as the individual work load may prescribe, regularly scheduled conference hours and the individual teacher's laboratory duties and such additional time as may be necessary to fulfill committee assignments and other necessary professional responsibilities. The Union agrees that teachers will be expected to continue to offer some assistance voluntarily with College sponsored activities involving the student body or the public which require professional help beyond the efforts of those administrators and teachers directly and continuingly involved.

B. Beginning times of classes taught as part of the teacher's regular teaching assignment shall not be more than six (6) hours apart on any given day and the span of class time on any given day shall not exceed seven (7) consecutive hours, except that in the RTI program this time limitation may be extended on no more than two (2) days a week, such days not to be consecutive, in the event that such an extension should be necessary to the effective conduct of the program.

Whenever scheduling difficulties cannot be resolved within the usual seven (7) hour limitation which may arise because of concurrent demands on facilities from the Technical and the RTI programs and/or calendars, these difficulties may necessitate an eight (8) hour span of time for some members of the Technical division. In no case should more than fifty percent (50%) of any one department be so affected in any one semester, nor should any teacher be so affected in consecutive semesters. Such arrangements are best effected in a cooperative effort between teachers and Administration.

Any other exception to the above will occur only by agreement between the Union and the Administration to which the President of the Union and the College President's Office are party.

X. WORK LOAD

A. The full-time teaching load in the College parallel, the technical, the RTI and, when applicable, the MDD programs, shall be considered to consist of fifteen (15) contact hours per week, with provision for minor variations to accommodate differing contact hours for particularized courses. However, twelve (12) contact hours per week shall be considered to be the work load for full-time teachers who teach three or more composition classes (English 10, 11, 28, 31, 32, 45).

A contact hour is defined as a fifty (50) minute classroom session, inclusive of laboratory periods.

It is agreed that, in order to avoid any RTI class dropping below fourteen (14) sessions per semester the administration may transpose "nights" of instruction.

B. The teaching load shall also include one (1) announced, posted and scheduled conference hour, during which teachers will be regularly available to students, for each three (3) contact hours in the regular assignment.

C. 1. A minimum of twenty-five (25) hours per week shall be spent on the College campus(es) for purposes of meeting of classes, for conference-office hours (scheduled and unscheduled) and for such official College Organization, committee and divisional/departmental meetings as may be scheduled.

2. An additional seventeen (17) hours per semester shall be spent on the College campus(es) by classroom teachers for the purpose of advising students regarding program and course selections. Such hours shall be assigned within the confines of the College day. No more than three (3) hours shall be assigned in any one week, and no more than one and one-half (1½) hours in any one day.

D. The normal work load for librarians and counselors shall be considered to be thirty-five (35) hours per week. The same shall be true of other teachers performing non-teaching responsibilities exclusively.

E. The cooperative education specialist shall be a twelve (12) month position. The Cooperative Education Specialist workload shall have as its goal one hundred (100) off-campus job placements during a semester and fifty (50) during the 8-week Summer Session. Co-op specialists having less than one hundred (100) or fifty (50) placements may be assigned classroom responsibilities as a portion of their workload by the President or designee, subject to department/division approval of the individual's teaching credentials.

F. All arrangements for substitutes for contractual or extra-contractual teaching shall be conducted through the Director, Coordinator, Division Head, Assistant Director, or Department Chairperson and shall have the approval of the appropriate Dean.

XI. CLASS LOAD

A. The number of students assigned to classes shall be limited by existing practice. Special consideration will be given to the problems of introducing new courses or sustaining advanced courses essential to the integrity of particular programs and/or departments, and to commitments made to students enrolled in sequential programs.

B. When facilities permit, up to three (3) additional students may be added to course sections which have attained maximum class size, provided that the total number of students for all of the teacher's assigned contractual sections does not exceed the combined established maximum number of students for those sections. Allied Health clinical sections are exempt from this provision.

C. Televised courses shall be offered under or through the auspices of the College only after prior adequate negotiation with the Union, with a good faith intent to reach agreement on such issues as wages, hours, and terms and conditions of employment. The Board agrees not to offer televised course instruction so as to cause the layoff of bargaining unit members.

XII. TEACHING FACILITIES AND PROFESSIONAL IMPROVEMENT

A. The Administration shall make every effort to provide each teacher ample office space, and the equipment necessary, such as a desk, swivel chair, visitor's chair, file cabinet and bookcases, for effective instructional preparation and function. The objective shall be a one-teacher office for full-time teachers and opportunity for private conferences with students by part-time teachers.

B. Significant alterations affecting working conditions in any existing facilities shall be made only after prior consultation with the Union, with a good faith intent to reach agreement.

C. The Board shall continue to provide at no charge a year-around parking place for all teachers.

D. Any teacher assigned, as a part of the teacher's regular load, to teach classes on two or more campuses in a single day or on one campus and at another location off-campus, shall be compensated for round-trip travel between said campuses or campus and location at a rate of 21¢/mile or the Internal Revenue Service (IRS) allowable rate as of the preceding June 1st, whichever is greater. Mileage is to be determined by District maps or mileage charts or, if such should not provide the necessary mileage, by actual odometer reading for District travel.

E. The Board shall continue to provide a comfortable Faculty Lounge with facilities for eating, relaxing, and professional conferences and meetings.

F. The Board shall establish and maintain a travel and conference fund for full-time teachers in its operating budget equivalent to .4 of 1% (.004) of the current budgeted payroll for full-time teachers, said funds to be allocated and administered according to procedures already established at the College. The purpose of the provision of such funds is to allow the opportunity for attendance at conferences which will serve to enhance either the professional competencies of the teacher or the quality of instruction to College students, or both. The College President shall bear the responsibility to assure that the intent and the prospective product of the conference to which the attendance is requested appears to serve these purposes. When the travel or conference is initiated by administrative request for the purpose of serving administratively determined ends, the provision of funds for such travel shall not deprive other full-time teachers of the travel-conference group of the opportunity to participate in conferences of their own choosing.

With administrative approval, additional funds may be made available for invitational participation in programs which reflect credit upon both individual teachers and the College.

G. Tuition Reimbursement

The Board shall appropriate $30,000 in its operating budget to be used to pay a teacher's tuition and fees for course work which meets one of the following conditions:

1. Course work or a program of study taken at an accredited institution of higher education which is judged by the teacher's department/division to be pertinent to the subject matter and/or duties within the province of that department/division.

2. Course work or a program of study taken by a teacher in a department/division whose enrollment history or projections are such that there is a prospect of a declaration of a surplus teacher(s) within a three-year period as agreed upon by the Union and administration. The course work or program of study pursued by such a teacher shall be eligible for reimbursement provided it is taken at an accredited institution of higher education and serves to provide the teacher with an additional area(s) of competence for application under the provisions of Article VI.I.2. and provided there exists the equivalent of at least two full-time positions in part-time and/or extra-contractual time (day and/or evening) within the area(s) of competence being pursued by the teacher.

Each teacher shall be eligible for grants from the tuition fund after successful completion of course work. At the end of the contractual year, tuition fund moneys will be distributed in equal allotments until each recipient's tuition and fees are fully paid or until the tuition fund is exhausted.

In order to receive reimbursement under this provision, the teacher must submit a transcript and paid receipt to the College Business Office on or before August 30 of the contractual year. Reimbursement will be made within thirty (30) days of the filing deadline.

H. Professional Improvement Fund

The Board shall appropriate $17,100 each year in its operating budget for a professional improvement fund to be used to pay for the following professional expenses of full-time teachers: membership dues in professional organizations pertaining to the teacher's employment responsibilities; purchase of books, periodicals, computer software and computer hardware pertaining to a teacher's employment responsibilities; and expenses for professional travel and conferences to supplement those funds provided by the contract's travel-conference fund.

A teacher shall be eligible for grants from this fund in amounts of up to $500 per year. Grants shall be allocated to teachers according to College seniority on a rotating basis. The 1985-86 College seniority list shall be used to establish an initial eligibility list for grants from this fund during the 1985-86 contractual year. This eligibility list shall be revised annually on the basis of the following conditions. Teachers receiving grants of whatever sum in a particular year shall rotate to the bottom of the eligibility list in such a

manner as to maintain among themselves their relative rank. This rotation shall take effect on August 31 of each contractual year. Newly hired teachers shall be added to the bottom of the eligibility list as of the date of hire.

In order to receive reimbursement under this provision, a teacher must submit all applicable paid receipts to the College Business Office on or before August 30 of the contractual year. Reimbursements will be made within thirty (30) days of the filing deadline.

Any monies remaining in a particular year's Tuition Fund, as of that year's initial reimbursement deadline, shall be made available for application under the Professional Improvement Fund during that year's PIF grace period.

XIII. GRIEVANCE PROCEDURE

A. Definition of Grievance

The term "Grievance" shall be interpreted to mean a complaint by a teacher or by the Union in its own behalf that (1) there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or (2) there has been a violation, misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of teachers in effect from time to time. Whenever the term "teacher" is used it may be interpreted as a plural.

B. Statement of Basic Principles

1. Every teacher or group of teachers shall have the right to present grievances in accordance with these procedures.

2. All discussions shall be kept confidential during procedural stages of the resolution of a grievance.

3. A teacher who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

4. Administrators have the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.

5. The failure of an administrator at any level to communicate a decision to the teacher or Union within the proper time limits permits the teacher to proceed to the next stage within the limits provided had the decision been rendered on time.

6. The failure of a teacher or the Union to appeal a decision to the next higher stage within the proper time limits shall constitute a withdrawal and shall bar further action on that teacher's grievance.

7. The teacher (or group of teachers) has a right to be present and to be represented, at the teacher's option. If the teacher elects to be represented, the representative shall not be a representative of any teacher organization other than the Union.

8. When the grievance originates at an administrative level higher than Coordinator, Division Head or Department Chairperson, the teacher (or the

Union) shall start the grievance at the appropriate written stage of the grievance procedure as designated herein.

9. In any instance where the Union is not represented in the grievance procedure, the administrator making the decision will notify the Union in writing of the resolution of the grievance at each level. The Union may appeal any decision which would seem either to violate any term of the contract or to affect working conditions of the teachers in the Bargaining Unit.

10. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings and conferences are during College hours, all teachers whose presence is required shall be excused, with pay, for that purpose.

C. **Individual Grievance Procedure**

1. Preliminary Stage

In the interest of maintaining harmonious relations, the aggrieved teacher is encouraged to have an oral conference with the Coordinator, Division Head, Department Chairperson or appropriate administrator upon discovery of the grievance and prior to initiating formal written grievance procedures.

2. Formal Stages

First Written Stage, College Administration

a. Any grievance shall be forwarded in writing to the respective Dean within whose jurisdiction the grievance occurred within twenty-three (23) working days of the discovery of the grievance.

b. The Dean shall return copies of the grievance to the teacher and the Union with the Dean's decision in writing within ten (10) working days of the receipt of the grievance.

Second Written Stage, College Administration

a. If the teacher (or Union) is dissatisfied with the decision at the first stage, the teacher (or the Union) may refer the matter directly to the President by submitting a copy of the grievance and the decision returned to the teacher (or Union) by the Dean within ten (10) working days of its receipt.

b. The President, or a designated representative, shall inform in writing the aggrieved teacher, the Union, and the Dean involved of the President's decision within ten (10) working days of the receipt of the grievance. The aggrieved teacher (or the Union) shall have the right to a conference with the President, or a designated representative, within this time limit.

Third Written Stage, Board of Trustees

a. If the teacher (or the Union) is dissatisfied with the decision of the President, or the President's designated representative, the teacher (or the Union) may refer the matter to the Board of Trustees within

ten (10) working days after receipt of the decision of the President, or the President's designated representative, by submitting a copy of the grievance and all previous decisions to the Chairperson of the Board of Trustees.

b. Within thirty (30) days of the receipt of the grievance, the Board shall meet to consider it. The aggrieved teacher or Union shall have the right to be heard. The decision of the Board shall be communicated in writing to the teacher and the Union within five (5) working days of the formal action.

Final Stage, Arbitration

a. If the Union is dissatisfied with the decision of the Board, the Union may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the Chairperson of the Board within ten (10) working days after the Union's receipt of the decision of the Board. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union.

b. Final and Binding Arbitration

Any grievance falling under Article XIII.A.(1). of this Agreement (that is, any grievance which complains of a violation, misinterpretation or misapplication of any provision of this Agreement) shall be subject to final and binding arbitration. The arbitrator shall confine the opinion to the sole question of whether or not there has been a violation, misinterpretation or misapplication of any provision of this Agreement. The arbitrator shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or administration. The arbitrator's award shall be final and binding upon its delivery to both of the parties.

c. Advisory Arbitration

Any grievance, other than a grievance under Article XIII.A.(1), shall be subject to advisory arbitration. The arbitrator shall confine the opinion to the sole question of whether there has been a deviation from or misinterpretation or misapplication of written policies or procedures affecting the conditions of employment of teachers in effect from time to time. The arbitrator shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board or administration.

The arbitrator's award shall become final and binding on the fifteenth (15th) day following its delivery to both of the parties, unless prior to such fifteenth (15th) day either party gives written notice to the other party of its desire that the award not be final and binding. If such written notice is timely given, the award shall not become final and binding but shall be advisory.

d. The arbitration clause of this grievance procedure shall not be used to resolve impasses in the negotiation of a successor collective bargaining agreement.

3. Time for Implementation

Any agreement reached through the grievance procedure must be implemented as soon as conditions and circumstances make possible. When conditions and circumstances permit, such a decision will be implemented within thirty (30) calendar days.

D. Notwithstanding any of the foregoing provisions, the parties expressly agree as follows:

1. The denial of tenure shall not be subject to review through the Grievance Procedure. Action brought against a teacher under V. D., E., F. of the tenure provision of this contract shall not be subject to review through the Grievance Procedure but shall be handled in accordance with Article V. D., E., F.

2. Any grievance arising out of the College Organization Handbook, the Staff Handbook of Administrative Regulations, the Board Policy Book, or the Constitution for the College Organization of Henry Ford Community College shall not be subject to final and binding arbitration, but shall remain subject to advisory arbitration.

XIV. EXTENDED LEAVES OF ABSENCE

Requests for leaves of absence not specified as Professional or Personal Leaves and not provided for under policy shall not be granted except when circumstances arise which the Board of Trustees, on recommendation of the President, believes warrant granting of a Personal Leave for confidential reasons not specified in the remainder of this section of the contract. Except as specifically provided in this Article, no payments of any kind will be made to or for a teacher on any extended leave of absence.

A. Professional Leaves

1. General Provisions

a. A teacher returning from a Professional Leave shall have the right to return to the division or department which the teacher left. In the event of the elimination of the position during the interim, College seniority shall be the determining factor in filling assignments for which the teacher is qualified.

b. Upon return from Professional Leave a teacher shall receive any regularly scheduled salary increases granted, including increments, and shall also be subject to any general salary adjustment which may be effected.

c. A request for an extension of a leave of absence must be made in writing and submitted at least sixty (60) days before the end of the semester in which the leave is to terminate. Failure to request an extension shall constitute termination of leave. Failure to return to employment upon upon termination of leave shall constitute termination of employment.

d. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon return.

e. Teachers who have been on a Professional Leave shall not be eligible for another Professional Leave for a three year period after their return.

f. Applications for Professional Leave shall be filed in the President's Office not later than March 1st or November 1st preceding the semester that the leave shall become effective.

g. Professional Leaves shall be limited to:

(1) Advanced Study and Work Experience Leaves,
(2) Sabbatical Leave,
(3) Leave for Exchange Teaching and/or Assignment,
(4) Leave for Foreign Country or Military School Teaching and/or Assignment,
(5) Leave for Participation in National Defense Graduate Fellowship Program.

2. Advanced Study and Work Experience Leaves

Any tenured teacher with a minimum of three (3) years of active service at Henry Ford Community College may be granted a leave of absence without pay for advanced study for a period not to exceed one (1) year, upon recommendation of the President. Any extension of such leave shall be made only by special action of the Board upon recommendation of the President.

Any tenure teacher at Henry Ford Community College with a minimum of three (3) years' active service at Henry Ford Community College may, upon recommendation of the President, be granted a leave of absence without pay for work outside the College, the experience of which will enhance the teacher's capacity to instruct in the field of current assignment. The leave shall be for a period not to exceed one (1) year.

The Work Experience Leave would also apply in any instance of acceptance of a one-year appointment as an administrator at Henry Ford Community College, subject to all the provisions and/or limits involved above.

The granting of such a leave will be dependent on prior written assurance that the teacher will return to teacher duties at the College for at least one (1) year.

Not more than one (1) percent of the teachers at Henry Ford Community College shall be granted such leave in any one year.

3. Sabbatical Leave

a. Sabbatical Leave shall be interpreted as leave from duty granted to any tenured teacher after seven years of active service in the Dearborn Public Schools (or after such number of years as may be permitted by amendment of present law), at least four of which must be at Henry Ford Community College, for the purpose of improving instruction. If teachers who qualify under the four-year provision do not fill the quota, then the four-year provision shall be waived. Sabbatical leave may be granted for one year or for one semester as may be recommended by the President and approved by the Board.

b. Leave granted for professional study, for work on publications, for travel, or for travel combined with study, or for any other reason which, in the opinion of the President, will improve instruction at Henry Ford Community College or will improve the efficiency of the teacher shall be considered consistent with the purposes of Sabbatical Leave.

c. Remuneration to teachers granted Sabbatical Leave shall be at the rate of one-half (½) the salary to be received at the time the leave begins, and such remuneration not to extend beyond one (1) year. The Board shall continue to pay such insurance premiums for a teacher on Sabbatical Leave as may be in effect for teachers not on such leave.

d. Not more than two (2) percent of the teachers at Henry Ford Community College shall be granted Sabbatical Leave in any one (1) year.

e. In determining recommendations on requests for Sabbatical Leaves, the President shall consider the following items:

(1) The extent of the applicant's professional study, growth, contribution, and successful service during the preceding seven years;

(2) The extent to which plans submitted for use of time while on leave are definite and educationally constructive;

(3) The length of uninterrupted service at Henry Ford Community College;

(4) Reasonable and equitable distribution of applicants among the divisions and departments of the College.

f. A teacher granted Sabbatical Leave shall not engage in remunerative work while on leave without the approval of the President. Scholarships and fellowships in approved colleges and universities or grants which do not interfere with the program of professional improvement are excepted.

g. A teacher who does not return to Henry Ford Community College for a period of at least one (1) year after completing Sabbatical Leave shall reimburse the Board for all monies received from it during such leave.

4. Leave for Exchange Teaching and/or Assignment

a. After having served three (3) years at Henry Ford Community College, a tenured teacher may be granted a one-year Leave for Exchange Teaching and/or Assignment.

b. Any request for such leave shall be judged by the President upon its merits, namely what benefits can be derived from such an assignment.

c. Not more than one (1) percent of the teachers at Henry Ford Community College shall be granted such leave in any one year.

d. The plans as formulated by the Office of the United States Commissioner of Education, in which each exchange teacher remains under the control of the home district in matters of pay, tenure, and other related considerations, shall be in full effect.

e. Opportunities for Exchange Teaching and/or Assignment positions shall be advertised.

5. Leave for Foreign Country or Military School Teaching and/or Assignment

a. After having served three (3) years at Henry Ford Community College, a teacher may be granted Leave for Foreign Country or Military School Teaching and/or Assignment for a period of one year upon recommendation of the President. Such leave is subject to renewal by the Board for one additional year.

b. Any request for such leave shall be judged by the President upon its merits, namely what benefits can be derived from such an assignment.

c. Not more than one (1) percent of teachers at Henry Ford Community College shall be granted such leave in any one year.

6. Leave for Participation in National Defense Graduate Fellowship Program

a. National Defense Graduate Fellowship Leave may be granted a tenured teacher for a period of three (3) years or any part thereof for successful completion of a graduate program in pursuance of a master's degree or a doctor's degree upon the the recommendation of the President and approval of the Board.

b. Such conditions as apply to Sabbatical Leave shall apply to this leave, except that this leave may be extended by three (3) years or a part thereof.

B. Personal Leaves

1. General Provisions

a. A teacher returning from Personal Leave shall have the right to return to the division or department which the teacher left. In the event of the elimination of the position during the interim, College seniority shall the determining factor in filling assignments for which the teacher is qualified.

b. Upon return from a Personal Leave, a teacher shall receive any regularly scheduled salary increase granted, excluding increments (except in the case of Military and Peace Corps Leaves for which service increments shall be awarded), and shall be subject to any general salary adjustments which may be effected.

c. Benefits or rights accumulated by a teacher prior to the effective date of the leave of absence shall be carried forward and credited to the teacher upon return.

d. Personal Leaves shall be limited to:

(1) Extended Health Leave Due to Physical or Mental Causes,
(2) Leave to Care for Ill Members of the Immediate Family,
(3) Child Care Leave,
(4) Involuntary Leave,
(5) Military and Peace Corps Leaves,
(6) Leave for Public Service,
(7) Leave for National, State, or Local Union Duty.

2. Extended Health Leave Due to Physical or Mental Causes

a. Extended Health Leave Due to Physical or Mental Causes not falling within Sick Leave Policy may be granted to a tenured teacher upon request by the teacher, recommendation by the President, and approval by the Board. Such request shall be in writing and shall be accompanied by a written diagnosis by the attending physician. Such extended Health Leave may be considered for renewal annually.

b. A request for an extension of leave or notice of intention to return must be made in writing and submitted at least sixty (60) days before the end of the semester in which the leave is to terminate. Failure to return after termination date of the leave will constitute termination of employment, subject to the tenure provisions of the contract. Notices of intention to return must be accompanied by a physician's statement attesting the teacher's fitness.

3. Leave for Care of Ill Members of the Immediate Family

a. Leave may be granted to a tenured teacher to care for ill members of the immediate family upon request by the teacher, recommendation by the President, and approval by the Board. Sufficient proof must be submitted to the President that leave or extended leave is necessary before the request will be granted.

b. The immediate family shall be construed to include husband, wife, children, father, mother, brother, sister, grandparents, aunt, uncle, and close relative-in-law or close associate.

c. A request for an extension of leave or notice of intention to return must be made in writing and submitted at least sixty (60) days before the end of the semester in which the leave is to terminate. Failure to return after termination date of the leave shall constitute termination of employment, subject to the tenure provisions of the contract.

4. Child Care Leave

a. A tenured teacher who becomes legally responsible for a child, gives birth to a child, adopts a child or acquires a child by marriage is eligible for Child Care Leave.

b. Request for a Child Care Leave shall be submitted in writing to the President's Office sixty (60) days prior to the date leave is to begin, unless circumstances clearly preclude opportunity for such notice.

c. Upon initial request for child care leave, the teacher shall designate the duration of the leave, which may be for a part of a semester, an entire semester, or a year. Such initial leave shall be subject to not more than six (6) consecutive semester or three (3) consecutive annual one-year renewals.

d. Request for renewal must be made to the President's Office, in writing, at least sixty (60) days before the end of the semester with which leave will expire.

e. Return from Child Care Leave, other leave provisions of the contract notwithstanding, will be to a comparable position at Henry Ford Community College, not later than three (3) years from the end of the College year in which or with which leave began. Failure to request renewal and/or failure to notify the President's office in writing of intent to return at least sixty (60) days prior to the end of the final semester of leave, in response to notification by the Personnel office, will constitute termination of employment.

f. A return from Child Care Leave prior to the expiration of the leave shall occur only with the consent of the teacher and the approval of the President.

5. Involuntary Leave

a. A teacher may be requested to take Involuntary Leave when it is apparent to the President that the teacher is no longer able physically and/or mentally to discharge his duties in a competent manner.

b. With the approval of the Board, the President may request in writing that any teacher take a physical or mental examination at Board expense, the results of which may be used for determining Involuntary Leave.

c. When an examination is requested, a report of three physicians shall be required; one physician shall be selected by the teacher, one selected by the Board, and one mutually agreed upon by both parties.

d. A teacher requesting return from Involuntary Leave may return only upon the recommendation of the President and by approval of the Board within the tenure provisions of the contract. The request to return must be made at least sixty (60) days prior to the return date.

6. Military and Peace Corps Leaves

a. Any teacher at Henry Ford Community College who may enlist or be conscripted into the Defense Forces of the United States for military service or training or into the Peace Corps shall be reinstated as a full-time teacher with full credit including annual increments under the salary schedule. Reinstatement shall be contingent upon written request supported by a physician's statement that said applicant is fully qualified to perform the duties of the position.

b. Request to return from leave must be made at least sixty (60) days prior to the beginning of the semester in which the teacher requests to return.

c. Increment credit for Military Leave shall not extend beyond the time of original enlistment or beyond the time necessary to discharge the teacher's military obligation.

d. When a teacher must take temporary Military Leave (not to exceed fourteen (14) College days) during the College year, the Board shall compensate the teacher involved for the difference between the teaching pay for the period of service and the military pay for the weekdays of military service during the College year, and shall provide a substitute for the position.

7. Leave for Public Service

a. A tenured teacher may be granted Leave for Public Service on an annual basis if elected or appointed to public office, subject to sufficient notice to make adequate provision for replacement. Such leave may be extended beyond a second year upon recommendation of the President and approval of the Board; request for extension must be made in writing at least sixty (60) days before the expiration date of the original leave.

8. Leave for National, State or Local Union Duty

a. A teacher may be granted Leave for National or State Union Duty for one (1) year, subject to annual renewal at the discretion of the Board. Request for renewal must be made in writing at least sixty (60) days before the expiration of any year of leave.

b. A teacher elected to office in Local 1650 will, upon written request, be granted leave of absence, full or part-time, for so long as the teacher holds such office. Request for such leave must be made in writing at least sixty (60) days before the beginning of the semester in which the leave is to become effective, and notification that the teacher intends to terminate such leave must be given in writing at least sixty (60) days before the beginning of the semester in which the termination of leave is to become effective.

XV. PERSONAL BUSINESS

Each full-time teacher will be allowed a total number of Personal Business days equivalent to one-half (½) day per contractual month.

A. Personal Business days are provided for personal business of a non-profit nature that cannot be taken care of outside of College hours. When a teacher makes use of a Personal Business day, it is assumed by the Administration and the teacher that the activity in which the teacher is engaged on that day is more important than the teacher's teaching responsibility on that particular day. Other than in an emergency situation, a teacher will notify the administration of the use of a personal business day.

B. In the event a teacher is confronted with a death in the family, with a required court appearance pursuant to subpoena, with the need for care of a member of the family or with catastrophic events resulting in imminent danger to family or to non-business property, and has already expended all Personal Business days, the President may grant additional days not to exceed five (5).

C. A full-time teacher employed extra-contractually in a Summer Session program may use up to two (2) of the unused Personal Business days of the immediately previous College year for personal business.

A full-time teacher employed extra-contractually during the normal College year may use up to one (1) of the unused Personal Business days each year for extra-contractual assignments. Such a Personal Business day shall be granted in one-half (½) day units per extra-contractual class session.

Such a Personal Business day shall be granted in one-half (½) day units per extra-contractual assignment of three (3) hours or less for teachers whose work is prescribed on other than a class contact hour basis.

Any unused Personal Business days shall be added to a teacher's accumulated sick days.

D. Personal Business days will be taken in one (1) or one-half (½) day units.

Teaching Faculty: One-half (½) day units will be used on days when at least one (1) class, and/or one-half (½) the scheduled classes for that day, whichever is greater, is met. If the number of classes scheduled for a given day is an uneven number, the one-half (½) of the number of scheduled classes shall be rounded off downward.

Librarians, Counselors and Placement Officers: One-half (½) day units will be used on days when a minimum of three (3) hours of scheduled duties is met. Full-day computation will be used when less than three (3) hours of scheduled duties are met.

XVI. JURY DUTY

A leave of absence shall be granted a teacher called for jury duty service provided the Board shall only by obligated to pay an amount equal to the difference between the teacher's salary as computed on a daily basis and the daily jury duty fee paid.

The Board shall pay a teacher for an extra-contractual assignment(s) scheduled within the hours of 7:00 a.m. and 6:00 p.m. missed because of jury duty and for an extra-contractual assignment(s) scheduled at other times if the jury is squestered. Such payment shall be the difference between the daily salary rate plus the daily extra-contractual compensation and the daily jury duty fee paid.

The teacher shall, upon written request of the Administration, seek to be excused from jury service.

XVII. SICK LEAVE

A. The Sick Leave bank of each teacher shall be frozen at the balance accumulated up to and including June 30, 1966. Teachers coming to the College from within the Dearborn School District will be given credit for any unused Sick Leave previously accumulated in the District.

B. Each teacher shall be credited with one day of Sick Leave for each month of employment at the beginning of each fiscal year. The days so credited shall be non-cumulative for those teachers who have or attain 101 accumulated Sick Leave days.

C. All Sick Leave in excess of that credited in the above paragraph shall be charged against the balance accumulated up to and including June 30, 1966. When all accumulated Sick Leave has been exhausted, the teacher shall be entitled to Weekly Accident and Sickness Benefits and, when applicable, Long Term Disability Benefits as described under Article XIX, Section B.

D. Credited Sick Leave days may be used prior to being earned; however, any unearned sick days that have been so used will be deducted from the final pay in case of termination of employment. For purposes of the computation of a day's pay, the fraction of 1/19 of a month's pay will be used.

E. Sick Leave shall be granted for purposes of personal illness only. A teacher who takes an extended Sick Leave of more than ten (10) consecutive working days shall have and, upon request, present to the immediate supervisor, before returning to work, a certification from a physician authorizing return to work.

F. Teachers employed in a Summer Session program shall be credited with two days' Sick Leave, non-cumulative.

G. Full-time teachers who are employed extra-contractually throughout a semester on a continuing basis shall be credited with one (1) day's Sick Leave for each semester. Any unused days are to be cumulative to a maximum of ten (10). Such days are to be used in connection with extra-contractual assignments only.

H. Sick Leave days will be taken in one (1) or one-half (½) day units.

Teaching Faculty: One-half (½) day units will be used on days when at least one (1) class, and/or one-half (½) the scheduled classes for that day, whichever is greater, is met. If the number of classes scheduled for a given day is an uneven number, the one-half (½) of the number of scheduled classes shall be rounded off downward.

Librarians, Counselors and Placement Officers: One-half (½) day units will be used on days when a minimum of three (3) hours of scheduled duties is met. Full-day computation will be used when less than three (3) hours of scheduled duties are met.

XVIII. SEVERANCE PAY

A. Any full-time teacher who retires and the estate of one who dies while employed by the Board shall be eligible for severance pay of one and one-half (1½) days' pay for each full year of active service in the Dearborn Public Schools. Time spent on Professional Leave and Personal Leave, Sabbatical excepted, will not be counted as active service. For purposes of computation of a day's pay, the fraction of 1/19 of a month's pay will be used.

B. A teacher shall be considered eligible for retirement severance pay if qualified under the Michigan Public School Employees' Retirement System for regular and/or medical retirement, or has completed twenty-five years of service in the Dearborn School District.

C. A teacher who retires on or after the sixtieth (60th) birthday shall also be eligible for retirement severance pay even though the teacher does not qualify under the Michigan Public School Employees' Retirement System for regular or medical retirement.

D. Any teacher who qualifies for payment of severance pay must submit a written letter of request to the Business Office prior to the first day of the month in which the teacher plans to retire.

XIX. TEACHER'S INSURANCE

A. Workers' Compensation

The Board shall carry Workers' Compensation Insurance so that a teacher disabled from an injury or disease due to employment may receive medical attention and weekly benefits while losing pay. Such insurance shall cover all benefits required by Michigan's Workers' Compensation Act.

B. Weekly Accident and Sickness and Long Term Disability Benefits

Any full-time teacher who has used the allotted sick days for a given year, as described under Article XVII.B., and has used all accumulated Sick Leave days shall receive Weekly Accident and Sick Leave benefits and, when applicable, Long Term Disability benefits equivalent to those provided in the Maccabees Mutual Life Accident and Disability master policies to a maximum of 70% of the teacher's contractual and extra-contractual salary. The master policies shall be amended to include the partial disability rider.

C. Accidental Death or Dismemberment Benefits

The Board shall pay full premium for accidental death or dismemberment benefits equivalent to those presently provided in the Maccabees Mutual Life Program:

	Life Insurance Benefit
Life	100%
Both hands or both feet	100%
Sight of both eyes	100%
One hand and one foot	100%
Either hand or foot and sight of one eye	100%
A hand, foot or sight of one eye	50%
Thumb or index finger	25%

D. Group Term Life Insurance

1. The Board will provide group term life insurance for each full-time teacher in the amount of one and one-half the teacher's annual contractual salary (1.5 x salary) but not less than $15,000. The teacher will enroll and designate a beneficiary(ies) on the proper application form.

2. Coverage for new teachers will become effective the first of the month following the beginning date of employment, provided the necessary enrollment forms have been filed with the Controller's Office.

3. The Board agrees to provide payroll deduction for a teacher wishing to purchase additional life insurance at group rates through the group carrier, subject to the approval of the carrier.

4. Teachers terminated or no longer receiving payroll checks, except for those covered under Article XIX.B., have the option of applying for coverage under the policy on a direct payment basis under the rules established by the carrier.

E. **Hospital-Surgical-Medical Benefits**

1. The Board shall provide coverage for hospital-surgical-medical benefits. Coverages, whosoever the carrier, shall be the hospital expense benefits provided for semi-private accommodations under the Comprehensive Hospital Care Certificate of Michigan Hospital Service with MVF #2 and Master Medical, including Option IV, and the surgical-medical expense benefits provided under the Employment Group Benefits Certificate of Michigan Medical Service with Master Medical, MVF #2 prescription coverage with the $2.00 deductible and NC Rider, MMC-BL2, FAE-RC, AS-1, SAT III, PRE-100/20 per benefit brochure CF 6442 of June, 1986, PCES and PCES II Riders per benefit brochure CF 6728 of August, 1983. In addition, full payment in the form of reimbursement for the F Rider will be made in January and June according to the procedure established by the Business Office. This will include presentation of evidence of payment and establishment of eligibility of the dependent rider.

   Effective September 1, 1989, Master Medical Option IV will be replaced by Master Medical Option II.

2. The Board will make monthly contribution for the following month's coverage on behalf of each subscribing teacher, toward the cost of the hospital-surgical-medical coverages described above equal to the full subscription rate or premium charge for the classification or coverage to which the teacher shall have subscribed according to marital status and the number of dependents, provided that such coverage is not in excess of the coverage described in the next paragraph.

3. The coverage for which the Board will contribute under the foregoing may be, at the teacher's option, protection for (1) self only, or (2) self and family (including only spouse and eligible dependents). Coverage will only be provided if proper enrollment forms and/or contract revision forms have been properly filed with the Payroll Office.

   All benefits and eligibility for benefits shall be subject to the provisions of the insurance policy coverage cited in Article XIX.E.1. or HAP equivalent.

4. For those teachers who do not desire the above coverage, the Board will make monthly contributions to Health Alliance Plan, (HAP) on behalf of subscribing teachers, towards the cost of such coverage on the same basis and subject to the same limitations as are contained above. This coverage will be the HAP equivalent of the above benefits insofar as is possible.

5. Teachers may enroll under the "new hire" clause, within thirty (30) days of the date of original employment. Subsequent opportunities to enroll in either of the above plans shall be provided only during enrollment periods specified by the carrier.

6. Teachers on approved leaves of absence, as provided in this contract, may retain coverage for group hospitalization, dental, optical, and term life

insurance and accidental death or dismemberment benefits at group rates provided written approval is obtained by the administration from the insurer's underwriting department. The teacher must make the premium(s) payment to the Board in advance by the first of each month, or the teacher shall forfeit all rights under this provision.

F. Dental, Optical, and Hearing Insurance

The details and implementation of dental, optical, hearing insurances will be planned by a committee representative of the Union and College administration. The contribution of the Board of Trustees for dental, optical, and hearing insurance programs shall be limited to two percent (.02) of current contractual salary payroll of full-time teachers at the College.

XX. COMPENSATION PRINCIPLES

A. Salary of full-time members of the Bargaining Unit shall be determined by the terms of this Agreement with respect to salary schedule and experience and qualification credits. The salaries of part-time members of the Bargaining Unit shall be the extra-contractual rate paid full-time teachers for like assignments for the appropriate step and lane on the regular teacher salary schedule, and such members shall advance on the salary schedule in the same way as full-time members of the Bargaining Unit.

B. In 1987-88 September checks will be paid to those reporting on opening day on September 15, 1987. October through May checks will be paid on the fifteenth (15th) of each month. The June check will be paid on Friday, June 10, 1988.

In 1988-89, September checks will be paid to those reporting on opening day on September 15, 1988. October through May checks will be paid on the fifteenth (15th) of each month. The June check will be paid on Friday, June 9, 1989.

In 1989-90, September checks will be paid to those reporting on opening day on September 15, 1989. October through May checks will be paid on the fifteenth (15th) of each month. The June check will be paid on Friday, June 8, 1990.

Teachers will be paid on a monthly basis with no funds withheld for summer pay.

C. When a scheduled payday falls within the first three days of a College vacation period or on a weekend, paychecks shall be available on the last teaching day preceding the College vacation period or weekend. During vacation periods, paychecks shall be available at the Business Office on the scheduled payroll dates.

D. The Board shall pay on a current basis those monies earned for extra-pay for extra duties which are year-long in nature. Those responsibilities which are not year-long shall be paid for at the end of the activity involved.

E. The salaries of all teachers employed for the Summer Session shall be paid in two installments on the fourth and eighth Thursday, respectively. The August pay for the RTI will be provided on the August pay date for the Summer Session.

F. Salaries of all teachers, other than contract, Summer Session and extra-duty pay, shall be paid on scheduled paydays, with the exception of the month of June when payments shall be made on the 30th of June.

G. The Board shall make all payroll deductions as required by law and such other deductions as may be agreed to by the parties.

H. Salary errors will be adjusted upon detection and made retroactive within legal limits.

I. Teachers receiving advanced degrees shall be placed on the new lane of the salary schedule at the beginning of the semester which follows written notification to the Personnel Office of the accomplishment of the degree. It is expected that official verification of the awarding of the degree will be forwarded to the Personnel Office within the first semester during which payment for the degree is provided.

J. Salaries for part-time teachers not represented by the Bargaining Unit shall be set at neither a rate so low as to constitute employment competition nor so high as to constitute discrimination against teachers in the Bargaining Unit.

K. A tenured teacher may be given administrative approval for a reduced work load (not less than one-half (½) of the normal load) for a proportionately reduced salary.

Such approval may be granted by the College President under any one of the following conditions:

1. The teacher has reached age 60 or will reach that age during the College year in which the reduced load is to take effect,

2. The teacher's condition of health makes a reduced load advisable,

3. The teacher wishes to pursue graduate study which is pertinent to the subject matter and/or duties within the province of the teacher's department/division,

4. The teacher wishes to elect reduced load in lieu of Leave for Care of Ill Members of the Immediate Family,

5. The teacher wishes to elect reduced load in lieu of Child Care Leave,

6. The College may grant reduced load approval for reasons other than those cited above.

Administration may terminate any privilege granted to a teacher under this section at the end of any semester or year.

No teacher shall engage in any other gainful employment of any kind while teaching a reduced load under this provision.

For purposes of determining years of service in computing severance pay, time spent teaching a reduced load under this provision shall be counted as if the teacher had taught a full load.

XXI. EXTRA-CONTRACTUAL TEACHING

A. For contract years 1987-88, 1988-89, the compensation for the responsibilities of an extra-contractual teaching assignment shall be determined according to the following formulae:

1. A semester teaching assignment: the total number of contact hours per sem x 1/750 of the teacher's 10-month contractual salary, including longevity pensation, to be paid in equal monthly installments on scheduled payroll d

   Effective September 1, 1989, any Fall or Spring, semester teaching assignment: the total number of contact hours per semester x 1/1500 of the teacher's 10-month contractual salary, excluding longevity, plus an equal amount of compensation for the responsibilities of class preparation and student evaluation.

   For teachers on ten-month contracts, the Fall semester extra-contractual will be paid in five equal installments and the Spring semester extra-contractual in four equal installments. For teachers on twelve-month contracts, the First Semester extra-contractual will be paid in four equal installments, the Second Semester extra-contractual in four equal installments, and the Third Semester extra-contractual in three equal installments.

2. A Summer Session teaching assignment: the total number of contact hours per Summer Session x 1/750 of the teacher's 10-month contractual salary, including longevity compensation, to be paid in two equal installments on scheduled payroll dates. Effective with the 1985 summer session, the rate shall be 1/675 of the teacher's 10-month contractual salary.

   Effective September 1, 1989, a summer session teaching assignment: the total number of contact hours per semester x 1/1500 of the teacher's 10-month contractual salary, excluding longevity, plus an equal amount of compensation for the responsibilities of class preparation and student evaluation.

3. For a teaching assignment of less than a semester or Summer Session's duration, the appropriate extra-contractual compensation formula will be employed, to be paid on a current basis on scheduled payroll dates.

4. At the start of any semester, a teacher may opt to receive the extra-contractual compensation of that semester in a lump-sum payment at the conclusion of the semester.

B. Non-teaching extra-contractual work requiring professional skill or responsibility of a recurring but occasional nature, such as evening College enrollment, advising and workshops, shall be compensated according to the following formula: the total number of clock hours x 1/1200 of the teacher's 10-month contractual salary, including longevity compensation, to be paid on a current basis on scheduled payroll dates. Effective September 1, 1989, the rate shall be 1/1500 of the teacher's 10-month contractual salary, excluding longevity compensation.

C. Teachers whose work is prescribed on other than a class contact hour basis who engage in their respective activities on an extra-contractual basis shall be compensated according to the following formula: the total number of clock hours x 1/1200 of the teacher's 10-month contractual salary, including longevity compensation, to be paid on a current basis on scheduled payroll dates. Effective September 1, 1989, the rate shall be 1/1500 of the teacher's 10-month contractual salary, excluding longevity compensation.

D. With respect to the number of extra-contractual teaching assignments during the course of a contractual year, a load equivalent to an assignment of eighteen (18) regular semester contact hours is considered to be a desirable professional limit in the best interests of students, the College, and teachers. Within the confines of this desirable professional limit, a teacher may select a regular semester load up to and including eight (8) contact hours per week and a Summer Session load up to and including eighteen (18) contact hours per week. Exceptions to the above may be made when emergency substitutions are necessary, where discrepancies of relatively short duration between the beginning and ending times of overlapping calendars exist, and/or other extenuating circumstances make such action necessary. Such exceptions should be initiated by the administration after consultation with the division and/or department involved. Notification of such decisions will be sent to the Union President.

Should a teacher who selects less than eight (8) hours as an extra-contractual load during a regular semester be requested by administration to accept additional extra-contractual hours, such additional hours shall be excluded in calculating whether a teacher has reached the desirable professional limit of extra-contractual teaching cited in Article XXI.D.

E. When extra-contractual assignments are made, the following are the priorities which must be considered:

1. Qualified teachers in the department which is offering the assignment,
2. Qualified teachers in the division which is offering the assignment,
3. Qualified members of the College Organization,
4. Qualified retirees of the Bargaining Unit.

Wherever possible extra-contractual assignments will be made according to Article IV. A. with the advice of the teachers of the division and/or department.

F. The responsibility of filling substitute teaching assignments resides with the Administration. However, should a qualified teacher be teaching less than the desirable professional limit of extra-contractual contact hours, as cited in Article XXI.D., said teacher shall be given priority in the filling of substitute teaching assignments.

XXII. EXPERIENCE CREDIT FOR SALARY SCHEDULE PLACEMENT

A. New teachers employed at the College by the Board shall be given credit for all full-time teaching experience up to six (6) years, provided that there is no retroactive effect of this provision. Teachers coming tc the College from within the District will be given credit for all full-time teaching experience credited in the District. Part-time teaching experience may be provided credit on an adjusted, prorated basis rounded off to the nearest full semester.

B. Teachers who have served in the armed forces of the United States shall be given experience credit of one-half (½) year for each year of military service up to four (4) years of such military service.

C. New teachers with work experience directly pertaining to their teaching assignment shall be given credit for each full year of work experience (meaning at least eleven (11) consecutive months of full-time employment with a given employer) up to a maximum of six (6) years of work experience.

Such experience necessary for Vocational Certification eligibility, and as outlined in the State Administrative Guide for Vocational Technical Education, shall not be considered creditable, in terms of this provision, in any instance where such work experience is accepted in lieu of a Master's degree for salary determination purposes.

Application for such credit should be made at the time of initial employment in the Career Development divisions of the College.

It shall be the responsibility of the Dean responsible for the program into which the new teacher is to be introduced to justify the pertinence of the work experience for which credit is proposed.

Teachers now holding a Bachelor's degree and a Vocational Certificate or approval who are presently on the Master's salary lane by prior agreement or policies shall remain on the Master's lane. New teachers hired after this agreement becomes effective shall be eligible for such provisions of this section at the time of employment.

D. The following conditions will apply for vocational-technical recognition for Master's + 30 approval:

1. Teacher must hold Master's degree,

2. Teacher must have completed ten (10) semester hours or fifteen (15) term hours of occupation-related and/or vocational education teacher courses approved by a sponsoring Michigan training institution,

3. Teacher must have completed three (3) years of teaching reimbursable vocational-technical courses at the College on a full-time contractual basis,

4. Teacher must have two (2) years industrial experience in the occupational area concerned, provided such experience is acceptable to the State Board of Education,

5. A Permanent Vocational Certificate shall meet the requirements of 2, 3 and 4 above.

E. The following conditions will apply for vocational-technical recognition for Master's + 60 approval:

1. Teacher must have a Permanent Vocational Certificate and thirty (30) semester hours of graduate credit or its equivalent in term hours relevant to the teacher's employment responsibilities, none of which has been used to achieve the Master's degree or the Permanent Vocational Certificate.

2. Teacher must have achieved Master's + 30 placement as a result of a "Vocational-Technical recognition for Master's + 30" and have thirty (30) semester hours of graduate credit or its equivalent in term hours relevant to the teacher's employment responsibilities, none of which has been used to achieve said recognition for Master's + 30 placement.

F. All of the above determinations (Article XXII. Sections A., B., C., D., and E.) shall be subject to the following limitations:

1. Teachers having 0, 1, 2, 3, or 4 years of creditable experience will be placed on Step 1 of the appropriate lane in the Salary Schedule.

2. Teachers having five (5) years of creditable experience will be placed on Step 2, and teachers having six (6) years of creditable experience will be placed on Step 3 of the appropriate lane of the Salary Schedule.

XXIII. HFCC TEACHER SALARY SCHEDULE

The Board shall, beginning 9-1-76 and thereafter, pay the retirement for teachers.

A. 1987-88 Salary Schedule

Step	Less Than Master's	Master's	Master's +30	Master's +60	Doctorate
1	$ 18,889	$ 23,683	$ 24,862	$ 26,041	$ 27,220
1.5	19,963	24,757	25,936	27,115	28,294
2	21,037	25,831	27,010	28,189	29,368
2.5	22,111	26,905	28,084	29,263	30,442
3	23,185	27,979	29,158	30,337	31,516
3.5	24,259	29,053	30,232	31,411	32,590
4	25,333	30,127	31,306	32,485	33,664
4.5	26,407	31,201	32,380	33,559	34,738
5	27,481	32,275	33,454	34,633	35,812
5.5	28,555	33,349	34,528	35,707	36,886
6	29,629	34,423	35,602	36,781	37,960
6.5	30,703	35,497	36,676	37,855	39,034
7	31,777	36,571	37,750	38,929	40,108
7.5	32,851	37,645	38,824	40,003	41,182
8	33,925	38,719	39,898	41,077	42,256
8.5	34,999	39,793	40,972	42,151	43,330

For purpose of the computation of a day's pay, the fraction of 1/19 of a month's pay will be used.

XXIII. HFCC TEACHER SALARY SCHEDULE

The Board shall, beginning 9-1-76 and thereafter, pay the retirement for teachers.

B. 1988-89 Salary Schedule

Step	Less Than Master's	Master's	Master's +30	Master's +60	Doctorate
1	$ 20,023	$ 25,103	$ 26,353	$ 27,603	$ 28,853
1.5	21,161	26,241	27,491	28,741	29,991
2	22,299	27,379	28,629	29,879	31,129
2.5	23,437	28,517	29,767	31,017	32,267
3	24,575	29,655	30,905	32,155	33,405
3.5	25,713	30,793	32,043	33,293	34,543
4	26,851	31,931	33,181	34,431	35,681
4.5	27,989	33,069	34,319	35,569	36,819
5	29,127	34,207	35,457	36,707	37,957
5.5	30,265	35,345	36,595	37,845	39,095
6	31,403	36,483	37,733	38,983	40,233
6.5	32,541	37,621	38,871	40,121	41,371
7	33,679	38,791	40,009	41,259	42,509
7.5	34,817	39,897	41,147	42,397	43,647
8	35,955	41,035	42,285	43,535	44,785
8.5	37,093	42,173	43,423	44,673	45,923
9	38,231	43,311	44,561	45,811	47,061

For purpose of the computation of a day's pay, the fraction of 1/19 of a month's pay will be used.

XXIII. HFCC TEACHER SALARY SCHEDULE

The Board shall, beginning 9-1-76 and thereafter, pay the retirement for teachers.

C. 1989-90 Salary Schedule

Step	Less Than Master's	Master's	Master's +30	Master's +60	Doctorate
1	$ 21,224	$ 26,610	$ 27,935	$ 29,260	$ 30,585
1.5	22,430	27,816	29,141	30,466	31,791
2	23,636	29,022	30,347	31,672	32,997
2.5	24,842	30,228	31,553	32,878	34,203
3	26,048	31,434	32,759	34,084	35,409
3.5	27,254	32,640	33,965	35,290	36,615
4	28,460	33,846	35,171	36,496	37,821
4.5	29,666	35,052	36,377	37,702	39,027
5	30,872	36,258	37,583	38,908	40,233
5.5	32,078	37,464	38,789	40,114	41,439
6	33,284	38,670	39,995	41,320	42,645
6.5	34,490	39,876	41,201	42,526	43,851
7	35,696	41,082	42,407	43,732	45,057
7.5	36,902	42,288	43,613	44,938	46,263
8	38,108	43,494	44,819	46,144	47,469
8.5	39,314	44,700	46,025	47,350	48,675
9	40,520	45,906	47,231	48,556	49,881

For purpose of the computation of a day's pay, the fraction of 1/19 of a month's pay will be used.

Should the U. S. Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, 1967, (CPI-U), for the metropolitan Detroit area from May 1988 to May 1989 or May, 1989 to May 1990increase by six percent (6%) or more, either party may give written notice to the other of its desire to reopen this contract solely for the purpose of negotiating revision of the 1988-89 or 1989-90 teacher salary schedules contained herein. Meetings between the parties for this purpose shall begin no later than twenty (20) days after delivery of such written notification. In the event that neither party serves written notice to the other party of its desire to reopen wages (where the CPI equals or exceeds a 6% increase) on or before September 1, 1988, or September 1, 1989, or within fourteen (14) days of release of the May 1988 or May 1989 CPI by the U. S. Department of Labor, whichever date is later, the unrevised 1988-89 or 1989-90 teacher salary schedules shall remain in effect.

XXIV. LONGEVITY

Teachers will be paid an additional 1.50% (.015) of the current Master's maximum salary per year beginning with the 14th year of full-time instructional service in the Dearborn system; and an additional .94% (.0094), for a total of 2.44% (.0244), of the current Master's maximum salary beginning with the 19th year of service; and an additional .94% (.0094), for a total of 3.38% (.0338), of the current Master's maximum salary beginning with the 24th year of service.

Effective September 1, 1989, longevity compensation will be calculated as follows: Beginning with ten (10) years of service and capped at thirty (30) years of service, teachers will be paid, as part of their contractual salary, one-half (1/2) day's pay, based upon the current master's maximum salary, for each year of full-time instructional service in the Dearborn system.

XXV. EXTRA-COMPENSATION

Extra-compensation shall be paid for such of the following assignments as are made that are beyond the regular teaching load and/or day:

Baseball	11.00%
Basketball Head	11.00%
Cable Television	9.00%
Cheerleading	5.00%
Coordinator of Cultural Activities	12.00%
Cross Country	5.00%
Debate	9.00%
Director of Exhibits	7.25%
Director of Intramurals	11.00%
Drama	9.00%
Faculty Manager of Athletics	7.25%
Forensics	9.00%
Golf	5.00%
Hockey	11.00%
Instrumental Music	9.00%
Newspaper	11.00%
Radio	9.00%
Soccer	7.00%
Staff Advisor, Student Senate	9.00%
Swimming	11.00%
Technical Theatre	9.00%
Tennis	5.00%
Track	7.00%
Vocal Music	9.00%
Volleyball	7.00%

All Assistants 6.00% or .545 of the compensation of the head coach in the particular sport, whichever is less.

The percentages stated above shall be applied to 100% of the current annual average salary to be determined and provided by the Administration.

Compensation for newly established assignments shall be determined by discussion and agreement with the Union.

XXVI. WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The parties may, however, by mutual agreement, negotiate on any item both deem to require negotiation.

XXVII. CONFORMITY TO LAW CLAUSE

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Union and teachers in the Bargaining Unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time for doing so, or if any provision of this Agreement shall at any time be changed or voided by legislation, such provision(s) shall be void and inoperative. However, at the option of either party to the contract, the specific provision, thus voided, and that provision only, shall be immediately subject to negotiations. All other provisions of this Agreement shall continue in effect.

XXVIII. MATTERS CONTRARY TO AGREEMENT

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.

XXIX. DURATION

This Agreement shall be effective on September 1, 1987, and shall continue in full force and effect until August 31, 1990. At any time subsequent to February 1, 1989, either party may give written notice to the other of its desire to negotiate a new agreement for the following year, and meetings between the parties for that purpose shall begin no later than twenty (20) days after delivery of such written notification, provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union. In connection with

final settlement of negotiations on the 1987-90 Henry Ford Community College Board of Trustees - HFCC-FT Contract, it is understood and agreed that the attached calendars shall be the official College calendars for 1987-88, 1988-89, 1989-90.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives this 21st day of September, 1987.

FOR THE BOARD

(Signed)
Mary M. Bugeia, Board Chairperson
Stuart M. Bundy, HFCC President

FOR THE UNION

(Signed)
John McDonald, President
Douglas Balsis
Christine Briggs
Lynne Hensel
Dennis Quatrine
Paul Winslow

jac

HENRY FORD COMMUNITY COLLEGE

1987-1988 GENERAL COLLEGE CALENDAR

DATE	DAY	SCHEDULE
FALL CALENDAR - 1987		
Sept. 14, 1987	Monday	Teachers report
Sept. 15-16	Tues.-Wed.	Committee meetings; prep. for Fall semester
Sept. 17	Thursday	All classes begin - Add/Drop Week until September 23
Nov. 25	Wednesday	All classes end - following evening session
Nov. 30	Monday	All classes resume
Dec. 19	Saturday	All classes end
Jan. 4	Monday	All classes resume
Jan. 16, 1988	Saturday	All classes end
Jan. 18	Monday	Final exams begin - day and evening
Jan. 23	Saturday	Final exams end
Jan. 25	Monday	Grades due - 6 p.m.
Jan. 26-29	Tues.-Fri.	Faculty meetings - prep. for Spring semester

M-W evenings = 30; T-Th evenings = 30; Sat. sessions = 15

SPRING CALENDAR - 1988		
Feb. 1, 1988	Monday	Teachers report
February 2 - 4	Tues.-Thur.	Committee meetings; prep. for Spring semester
February 5	Friday	All classes begin
March 31	Thursday	All classes end - following evening session
April 11	Monday	All classes resume
May 28	Saturday	All classes end
May 30	Monday	Memorial Day - legal holiday
May 31	Tuesday	Final exams begin - day and evening
June 6	Monday	Final exams end - following evening session
June 7	Tuesday	Grades due - 6 p.m.
June 10	Friday	Commencement

M-W evenings = 30; T-Th evenings = 30; Sat. sessions = 15

SUMMER CALENDAR - 1988		
June 20, 1988	Monday	Summer classes begin
July 4	Monday	Independence Day - legal holiday
August 12	Friday	All classes end
August 15	Monday	Grades due - 3 p.m.

HENRY FORD COMMUNITY COLLEGE

1988-1989 GENERAL COLLEGE CALENDAR

DATE	DAY	SCHEDULE
FALL CALENDAR - 1988		
Sept. 12, 1988	Monday	Teachers report
Sept. 13-14	Tues.-Wed.	Committee meetings; prep. for Fall semester
Sept. 15	Thursday	All classes begin - Add/Drop Week until September 21
Nov. 23	Wednesday	All classes end - following evening session
Nov. 28	Monday	All classes resume
Dec. 17	Saturday	All classes end
Jan. 3, 1989	Tuesday	All classes resume
Jan. 16	Monday	All classes end
Jan. 17	Tuesday	Final exams begin - day and evening
Jan. 23	Monday	Final exams end
Jan. 24	Tuesday	Grades due - 6 p.m.
Jan. 25-27	Wed.-Fri.	Faculty meetings - prep. for Spring semester

M-W evenings = 30; T-Th evenings = 30; Sat. sessions = 15

SPRING CALENDAR - 1989		
January 30	Monday	Teachers report
Jan. 31 - Feb. 2	Tues.- Thur.	Committee meetings; prep. for Spring semester
February 3	Friday	All classes begin
March 23	Thursday	All classes end - following evening session
April 3	Monday	All classes resume
May 27	Saturday	All classes end
May 29	Monday	Memorial Day - legal holiday
May 30	Tuesday	Final exams begin - day and evening
June 5	Monday	Final exams end - following evening session
June 6	Tuesday	Grades due - 6 p.m.
June 9	Friday	Commencement

M-W evenings = 30; T-Th evenings = 30; Sat. sessions = 15

SUMMER CALENDAR - 1989		
June 19, 1989	Monday	Summer classes begin
July 4	Tuesday	Independence Day - legal holiday
August 11	Friday	All classes end
August 14	Monday	Grades due - 3 p.m.

HENRY FORD COMMUNITY COLLEGE

1989-1990 GENERAL COLLEGE CALENDAR

DATE	DAY	SCHEDULE
FALL CALENDAR - 1989		
Sept. 11, 1989	Monday	Teachers report
Sept. 12-13	Tues.-Wed.	Committee meetings; prep. for Fall semester
Sept. 14	Thursday	All classes begin - Add/Drop Week until September 20
Nov. 22	Wednesday	All classes end - following evening session
Nov. 27	Monday	All classes resume
Dec. 16	Saturday	All classes end
Jan. 3, 1990	Wednesday	All classes resume
Jan. 16	Tuesday	All classes end
Jan. 17	Wednesday	Final exams begin - day and evening
Jan. 23	Tuesday	Final exams end
Jan. 24	Wednesday	Grades due - 6 p.m.
Jan. 25-26	Thurs.-Fri.	Faculty meetings - prep. for Spring semester

M-W evenings = 30; T-Th evenings = 30; Sat. sessions = 15

SPRING CALENDAR - 1990		
January 29	Monday	Teachers report
Jan. 30 - Feb. 1	Tues.- Thur.	Committee meetings; prep. for Spring semester
February 2	Friday	All classes begin
April 12	Thursday	All classes end - following evening session
April 23	Monday	All classes resume
May 26	Saturday	All classes end
May 28	Monday	Memorial Day - legal holiday
May 29	Tuesday	Final exams begin - day and evening
June 4	Monday	Final exams end - following evening session
June 5	Tuesday	Grades due - 6 p.m.
June 8	Friday	Commencement

M-W evenings = 30; T-Th evenings = 30; Sat. sessions = 15

SUMMER CALENDAR - 1990		
June 18, 1990	Monday	Summer classes begin
July 4	Wednesday	Independence Day - legal holiday
August 10	Friday	All classes end
August 13	Monday	Grades due - 3 p.m.

HENRY FORD COMMUNITY COLLEGE

1987-88 R.T.I. CALENDAR

DATE	DAY	SCHEDULE
Sept. 7, 1987	Monday	Labor Day - legal holiday
Sept. 8	Tuesday	Teachers report
Sept. 8	Tuesday	Classes begin - first semester
Nov. 25	Wednesday	Classes end - following evening session
Nov. 30	Monday	Classes resume
Dec. 19	Saturday	Classes end - first semester
Jan. 4, 1988	Monday	Classes begin - second semester
March 31	Thursday	Classes end - following evening session
April 5	Tuesday	Classes resume
April 16	Saturday	Classes end - second semester
April 18-23	Mon.-Sat.	Spring recess
April 25	Monday	Classes begin - third semester
May 30	Monday	Memorial Day - legal holiday
July 4	Monday	Independence Day - legal holiday
August 8	Monday	Classes end - third semester following evening session

	Monday	Tuesday	Wednesday	Thursday	Friday
1st Semester	14	15	15	14	14
2nd Semester	14	15	15	15	14
3rd Semester	14	15	15	15	15

HENRY FORD COMMUNITY COLLEGE

1988-89 R.T.I. CALENDAR

DATE	DAY	SCHEDULE
Sept. 5, 1988	Monday	Labor Day - legal holiday
Sept. 6	Tuesday	Teachers report
Sept. 6	Tuesday	Classes begin - first semester
Nov. 23	Wednesday	Classes end - following evening session
Nov. 28	Monday	Classes resume
Dec. 17	Saturday	Classes end - first semester
Jan. 3, 1989	Tuesday	Classes begin - second semester
March 23	Thursday	Classes end - following evening session
March 27	Monday	Classes resume
April 15	Saturday	Classes end - second semester
April 17-22	Mon.-Sat.	Spring recess
April 24	Monday	Classes begin - third semester
May 29	Monday	Memorial Day - legal holiday
July 4	Tuesday	Independence Day - legal holiday
August 5	Saturday	Classes end - third semester

	Monday	Tuesday	Wednesday	Thursday	Friday
1st Semester	14	15	15	14	14
2nd Semester	14	15	15	15	14
3rd Semester	14	14	15	15	15

HENRY FORD COMMUNITY COLLEGE

1989-90 R.T.I. CALENDAR

DATE	DAY	SCHEDULE
Sept. 4, 1989	Monday	Labor Day - legal holiday
Sept. 5	Tuesday	Teachers report
Sept. 5	Tuesday	Classes begin - first semester
Nov. 22	Wednesday	Classes end - following evening session
Nov. 27	Monday	Classes resume
Dec. 16	Saturday	Classes end - first semester
Jan. 2, 1990	Tuesday	Classes begin - second semester
April 12	Thursday	Classes end - second semester
April 13-21	Fri.-Sat.	Spring recess
April 23	Monday	Classes begin - third semester
May 28	Monday	Memorial Day - legal holiday
July 4	Wednesday	Independence Day - legal holiday
August 4	Saturday	Classes end - third semester

	Monday	Tuesday	Wednesday	Thursday	Friday
1st Semester	14	15	15	14	14
2nd Semester	14	15	15	15	14
3rd Semester	14	15	14	14	15

INDEX

Agency Shop 2
Appeal - Tenure and Probation 9
Board of Trustees Rights 2
Calendar - 1987-88 General College 42
1988-89 General College 43
1989-90 General College 44
1987-88 RTI 45
1988-89 RTI 46
1989-90 RTI 47
Class Load 14
College Day 13
College Week 13
College Year 12
Compensation Principles 31
Conditions of Employment 5
Conformity to Law Clause 40
Dues or Service Charge Checkoff 3
Duration 40
Experience Credit for Salary Schedule Placement 34
Extended Leaves of Absence 20
Personal Leaves 23
Child Care Leave 24
Extended Health Leave Due to Physical or Mental Causes . . 24
General Provisions 23
Involuntary Leave 25
Leave for Care of Ill Members of the Immediate Family . . 24
Leave for National, State or Local Union Duty 26
Leave for Public Service 26
Military and Peace Corps Leaves 25
Professional Leaves 20
Advanced Study and Work Experience Leaves 21
General Provisions 20
Leave for Exchange Teaching and/or Assignment 22
Leave for Foreign Country or
Military School Teaching and/or Assignment 23
Leave for Participation in
National Defense Graduate Fellowship Program 23
Sabbatical Leave 21
Extra-Compensation 39
Extra-Contractual Teaching 32
Grievance Procedure 17
Definition of Grievance 17
Individual Grievance Procedure 18
Statement of Basic Principles 17

INDEX - Continued

Insurance 29
Accidental Death or Dismemberment Benefits 29
Dental 31
Group Term Life Insurance 29
Hearing 31
Hospital-Surgical-Medical Benefits 30
Long-Term Disability Benefits 29
Optical Insurance 31
Weekly Accident and Sickness Benefits 29
Workers' Compensation 29
Jury Duty 27
Longevity 39
Matters Contrary to Agreement 40
Mileage 15
Personal Business 26
Probationary Period 7
Recogition 1
Reduced Load 32
Retirement 28
Salary Schedule Placement 34
Salary Schedule 36
Seniority 10
Severance of a Tenured Teacher 8
Severance Pay 28
Sick Leave 27
Suspension 9
Teaching Facilities and Professional Improvement 15
Facilities 15
Faculty Lounge 15
Mileage 15
Office and Equipment 15
Parking 15
Professional Improvement Fund 16
Travel-Conference Fund 15
Tuition Reimbursement Fund 16
Tenure and Probation 6
Appeal 9
Definitions 6
Probationary Period 7
Severance of a Tenured Teacher 8
Suspension 9
Tenure 8
Union-Board Relations 2
Waiver of Bargaining 40
Work Load 14

ERIC Clearinghouse for Junior Colleges OCT 28 1988